

In The Senate of the United States

Sitting as a Court of Impeachment

In re:)
Impeachment of G. Thomas Porteous, Jr.,)
United States District Judge for the)
Eastern District of Louisiana)

THE HOUSE OF REPRESENTATIVES' PROPOSED STIPULATIONS OF FACT

The House of Representatives ("House"), through its Managers and counsel, respectfully submits the following proposed stipulations of fact, to be used at the Senate Impeachment Trial Committee hearing regarding the impeachment of Judge G. Thomas Porteous, Jr.:

FACTUAL BACKGROUND

1. Judge Porteous was born on December 14, 1946.
2. Judge Porteous married Carmella Porteous on June 28, 1969.
3. Judge Porteous and his wife Carmella had four children: Michael, Timothy, Thomas and Catherine.
4. Judge Porteous graduated from Louisiana State University Law School in May 1971.
5. From approximately October 1973 through August 1984, Judge Porteous served as an Assistant District Attorney in Jefferson Parish, Louisiana. Judge Porteous was permitted to hold outside employment while working as an Assistant District Attorney.
6. From January 1973 until July 1974, Judge Porteous was a law partner of Jacob Amato, Jr. at the law firm of Edwards, Porteous & Amato.
7. Attorney Robert Creely worked at the law firm of Edwards, Porteous, & Amato for some period of time between January 1973 and July 1974.
8. Judge Porteous was elected to be a judge of the 24th Judicial District Court in Jefferson Parish, Louisiana in August 1984. He took the bench on December 19, 1984, and remained in that position until October 28, 1994.
9. On August 25, 1994, Judge Porteous was nominated by President Clinton to be a United States District Court Judge for the Eastern District of Louisiana.

10. Judge Porteous's confirmation hearing before the Senate Judiciary Committee was held on October 6, 1994.
11. Judge Porteous was confirmed as a United States District Court Judge for the Eastern District of Louisiana by the United States Senate on October 7, 1994.
12. Judge Porteous received his judicial commission on October 11, 1994.
13. Judge Porteous was sworn in as a United States District Court Judge for the Eastern District of Louisiana on October 28, 1994.
14. Judge Porteous's wife, Carmella, passed away on December 22, 2005.

PROCEDURAL BACKGROUND

15. Starting in or about late 1999, the Department of Justice and the Federal Bureau of Investigation commenced a criminal investigation of Judge Porteous. The investigation ended in early 2007, without an indictment being issued.
16. By letter dated May 18, 2007, the Department of Justice submitted a formal complaint of judicial misconduct regarding Judge Porteous to the Honorable Edith H. Jones, Chief Judge of the United States Court of Appeals for the Fifth Circuit. (HP Ex. 4).¹
17. Upon receipt of the Department of Justice's May 18, 2007 complaint letter, the Fifth Circuit appointed a Special Investigatory Committee (the "Special Committee") to investigate the Department of Justice's allegations of misconduct by Judge Porteous.
18. Judge Porteous was initially represented by attorney Kyle Schonekas in the Special Committee proceedings.
19. Kyle Schonekas withdrew from representing Judge Porteous in the Special Committee proceedings on or before July 5, 2007.
20. On or before August 2, 2007, attorney Michael H. Ellis represented Judge Porteous in the Special Committee proceedings.
21. On or before October 16, 2007, attorney Michael H. Ellis withdrew from representing Judge Porteous in the Special Committee proceedings because of "irreconcilable differences."
22. A hearing was held before the Special Committee on October 29 and 30, 2007 (the "Fifth Circuit Hearing"). At the Fifth Circuit Hearing, Judge Porteous represented himself,

¹ The "HP Exhibit" citations in these Stipulations are for ease of reference to counsel and the Senate Impeachment Trial Committee, by identifying the documentation supporting each of the House's proposed stipulations. These citations will be removed from the final stipulations, agreed to by the parties.

testified pursuant to a grant of formal immunity, cross-examined witnesses and called witnesses on his own behalf.

23. After the Fifth Circuit hearing, the Special Committee issued a report to the Judicial Conference of the Fifth Circuit dated November 20, 2007, which concluded that Judge Porteous committed misconduct which "might constitute one or more grounds for impeachment." (HP Ex. 5).
24. On December 20, 2007, by a majority vote, the Judicial Council of the Fifth Circuit accepted and approved the Special Committee's November 20, 2007 Report and concluded that Judge Porteous "had engaged in conduct which might constitute one or more grounds for impeachment under Article I of the Constitution." The Judicial Council of the Fifth Circuit thereafter certified these findings and the supporting records to the Judicial Conference of the United States. (HP Ex. 6 (a)).
25. On June 17, 2008, the Judicial Conference of the United States determined unanimously, upon recommendation of its Committee on Judicial Conduct and Disability, to transmit to the Speaker of the House a certificate "that consideration of impeachment of the United States District Judge G. Thomas Porteous (E.D. La.) may be warranted." (HP Ex. 7(a)-(b)).
26. On September 10, 2008, the Judicial Council of the Fifth Circuit issued an "Order and Public Reprimand" against Judge Porteous, ordering that no new cases be assigned to Judge Porteous and suspending Judge Porteous's authority to employ staff for two years or "until Congress takes final action on the impeachment proceedings, whichever occurs earlier." (HP Ex. 8).
27. On September 17, 2008, the House of Representatives of the 110th Congress passed H. Res. 1448, which provided in pertinent part: "Resolved, That the Committee on the Judiciary should inquire whether the House should impeach G. Thomas Porteous, a judge of the United States District Court for the Eastern District of Louisiana."
28. On January 13, 2009, the House of Representatives passed H. Res. 15, continuing the authority of H. Res. 1448 for the 111th Congress.

THE LILJEBERG CASE

29. Jacob Amato, Jr. and Robert Creely formed a law partnership in about 1975 that lasted until 2005. (HP Ex. 16).
30. While Judge Porteous was on the state bench, he requested cash from Robert Creely on several occasions. Creely provided cash to Judge Porteous in response to those requests. (Exs. 11, 12 and 16).
31. Judge Porteous knew that some portion of the money he received from Robert Creely came from Jacob Amato, Jr. as well. (Task Force Hearing I, Exs. 16, 24).

32. There came a time where Robert Creely expressed resistance to providing monies to Judge Porteous while he was on the state bench. (Task Force Hearing I and Ex. 10).
33. Beginning in 1988, Judge Porteous began increasingly to assign Robert Creely curatorships. (HP Ex. 11).
34. In 1988, Judge Porteous assigned at least 18 curatorships to Robert Creely. (Exs. 189–190).
35. In 1989, Judge Porteous assigned at least 21 curatorships to Robert Creely. (Exs. 189–190).
36. In 1990, Judge Porteous assigned at least 33 curatorships to Robert Creely. (Exs. 189–190).
37. In 1991, Judge Porteous assigned at least 28 curatorships to Robert Creely. (Exs. 189–190).
38. In 1992, Judge Porteous assigned at least 44 curatorships to Robert Creely. (Exs. 189–190).
39. In 1993, Judge Porteous assigned at least 28 curatorships to Robert Creely. (Exs. 189–190).
40. In 1994, Judge Porteous assigned at least 20 curatorships to Robert Creely. (Exs. 189–190).
41. The Amato & Creely law firm earned a fee of between \$150 and \$200 for each curatorship that Judge Porteous assigned to Robert Creely.
42. As a result of Robert Creely being assigned at least 192 curatorships by Judge Porteous, the Amato & Creely law firm earned fees of at least \$37,500. (Exs. 189 and 190).
43. Judge Porteous received a portion of the fees associated with the curatorships he assigned to Robert Creely. (HP Ex. 12).
44. At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding his receipt of money for Robert Creely and Jacob Amato, Jr.:

Q: When did you first start getting cash from Messrs. Amato, Creely, or their law firm?

A: Probably when I was on State bench.

Q: And that practice continued into 1994, when you became a Federal judge, did it not?

A: I believe that's correct. (HP Ex. 10).

45. At the Fifth Circuit Hearing, Judge Porteous admitted under oath that the cash he received from Robert Creely "occasionally" followed his assignment of curatorships to Creely. (HP Ex. 10).
46. At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding the relationship between Mr. Creely's resistance to giving Judge Porteous money and Judge Porteous's assignment of curatorships to Mr. Creely:

Q: Do you recall Mr. Creely refusing to pay you money before the curatorships started?

A: He may have said I needed to get my finances under control, yeah. (HP Ex. 10).

47. At the Fifth Circuit Hearing, Judge Porteous questioned Jacob Amato, Jr. as follows regarding the reasons why Amato and Creely gave Judge Porteous money:

Porteous: [J]ust so I'm clear, this money that was given to me, was it done because I'm a judge, to influence me, or just because we're friends?

Amato: Tom, it's because we're friends and we've been friends for 35 years. And it breaks my heart to be here. (HP Ex. 20).

48. At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding the amount of money he received from Jacob Amato, Jr. and Robert Creely or their law firm:

Q: Judge Porteous, over the years, how much cash have you received from Jake Amato and Bob Creely or their law firm?

A: I have no earthly idea.

Q: It could have been \$10,000 or more. Isn't that right?

A: Again, you're asking me to speculate. I have no idea is all I can tell you.

Q: When did you first start getting cash from Messrs. Amato, Creely, or their law firm?

A: Probably when I was on State bench.

Q: And that practice continued into 1994, when you became a Federal judge, did it not?

A: I believe that's correct. (HP Ex. 10).

49. Attorney Donald Gardner is a long time friend of Judge Porteous.
50. While Judge Porteous was a state judge, he assigned more than 50 curatorships to Donald Gardner. (HP Ex. 36).
51. At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding his receipt of cash from Don Gardner:
- Q: Now, other than Messrs. Amato and Creely, who else had—what other lawyers—lawyer friends of yours have given you money over the years?
- A: Given me money?
- Q: Money, cash.
- A: Gardner may have. Probably did.
- Q: And when is the last time Mr. Gardner gave you money?
- A: Before I took the Federal bench, I'm sure.
- Q: Okay. And do you recall how much?
- A: Absolutely not. (HP Ex. 10).
52. On January 16, 1996, as a Federal judge, Judge Porteous was assigned a civil case, Lifemark Hospitals of La., Inc. v. Liljeberg Enterprises, Inc. (HP Ex. 50).
53. The Liljeberg case was filed in 1993 and had been assigned to other judges before being transferred to Judge Porteous on January 16, 1996.
54. The Liljeberg case was set for a non-jury trial before Judge Porteous on November 4, 1996.
55. On September 19, 1996, the Liljebergs filed a motion to enter the appearances of Jacob Amato, Jr. and Leonard Levenson as their attorneys. Judge Porteous granted the motion on September 26, 1996. (Exs. 51 (a) and 51 (b)).
56. Jacob Amato, Jr. and Leonard Levenson were hired by the Liljebergs on a contingent fee basis, and, pursuant to the terms of their retainer, if the Liljebergs prevailed in the litigation they would both receive substantial fees. (Exs. 18 and 52).
57. The motion to enter Jacob Amato, Jr.'s appearance identified him as being with the law firm of Amato & Creely. (HP Ex. 51 (a)).
58. On October 1, 1996, attorney Joseph Mole on behalf of his client, Lifemark, filed a Motion to Recuse Judge Porteous. (HP Ex. 52).

59. When the Liljebergs filed their Motion to Recuse, Joseph Mole, counsel for Lifemark, was unaware of any prior financial relationship between Amato & Creely and Judge Porteous. (HP Ex. 52).
60. The Liljebergs filed their Opposition to the Motion to Recuse, on October 9, 1996. (HP Ex. 53).
61. Lifemark filed its Reply to the Opposition to the Motion to Recuse on October 11, 1996. (HP Ex. 54).
62. The Liljebergs filed a Memorandum in Opposition to Lifemark's Reply on October 15, 1996. (HP Ex. 55).
63. On October 16, 1996, Judge Porteous held a hearing on the Motion to Recuse. (HP Ex. 56).
64. Both Leonard Levenson and Jacob Amato, Jr. were present in the courtroom on behalf of the Liljebergs at the October 16, 1996 hearing on the Motion to Recuse. (HP Ex. 56).
65. At the recusal hearing on October 16, 1996, Jacob Amato, Jr. made no statements concerning his prior financial relationship with Judge Porteous. (HP Ex. 56).
66. At the October 16, 1996 hearing on the Motion to Recuse, the following colloquy occurred:

The Court: Let me make also one other statement for the record if anyone wants to decide whether I am a friend with Mr. Amato and Mr. Levenson—I will put that to rest for the answer is affirmative, yes. Mr. Amato and I practiced the law together probably 20-plus years ago. Is that sufficient? . . . So if that is an issue at all, it is a non-issue.

* * *

The Court: Yes, Mr. Amato and Mr. Levenson are friends of mine. Have I ever been to either one of them's house? The answer is a definitive no. Have I gone along to lunch with them? The answer is a definitive yes.

* * *

Mr. Mole: The public perception is that they do dine with you, travel with you, that they have contributed to your campaigns.

* * *

The Court: The first time I ran, 1984, I think is the only time when they gave me money.

* * *

The Court: [T]his is the first time a motion for my recusal has ever been filed But does that mean that any time a person I perceive to be friends who I have dinner with or whatever that I must disqualify myself? I don't think that's what the rule suggests Courts have held that a judge need not disqualify himself just because a friend, even a close friend, appears as a lawyer

* * *

The Court: Well you know the issue becomes one of, I guess the confidence of the parties, not the attorneys My concern is not with whether or not lawyers are friends My concern is that the parties are given a day in court which they can through you present their case, and they can be adjudicated thoroughly without bias, favor, prejudice, public opinion, sympathy, anything else, just on law and facts

I have always taken the position that if there was ever any question in my mind that this Court should recuse itself that I would notify counsel and give them the opportunity if they wanted to ask me to get off

[In the *Bernard* case] the court said Section 450 requires not only that a Judge be subjectively confident of his ability to be even handed but [that an] informed, rational objective observer would not doubt his impartiality I don't have any difficulty trying this case [I]n my mind I am satisfied because if I had any question as to my ability, I would have called and said, "Look, you're right." (HP Ex. 56).

67. Judge Porteous denied the Motion to Recuse in open court on October 16, 1996. (HP Ex. 56).
68. On October 17, 1996, Judge Porteous issued a written order confirming the denial of the Motion to Recuse. (HP Ex. 57).
69. Lifemark retained Donald Gardner on March 11, 1997 to be part of its trial team. (HP Ex. 60 (a)).
70. Lifemark's contract with Donald Gardner provided that he would be paid \$100,000 for entering his appearance and that, among other terms, he would receive another \$100,000 if Judge Porteous withdrew or the case settled. (Exs. 64 and 65).
71. Judge Porteous conducted a bench trial in the Liljeberg case from June 16, 1997 through June 27, 1997 and then from July 14, 1997 until its conclusion on July 23, 1997. (HP Ex. 50).

72. At the conclusion of the Liljeberg trial in July 1997, Judge Porteous took the case under advisement.
73. Jacob Amato, Jr. took Judge Porteous to numerous lunches while Judge Porteous had the Liljeberg under advisement. (Task Force Hearing I and Exs. 21 (b)–(c) and 24).
74. Don Gardner took Judge Porteous to lunches and dinners while Judge Porteous had the Liljeberg case under advisement. (HP Ex. 36).
75. From May 20 through 23, 1999, while Judge Porteous had the Liljeberg case under advisement, a bachelor party was held in Las Vegas, Nevada, for Judge Porteous's son, Timothy.
76. Among the people present in Las Vegas for Timothy Porteous's bachelor party were Judge Porteous, Robert Creely and Donald Gardner.
77. At the Fifth Circuit Hearing Judge Porteous testified under oath as follows regarding Robert Creely's payment for Judge Porteous's hotel room at Caesars Palace during the trip to Las Vegas for Timothy Porteous's bachelor party:

Q: Well, once you get to Las Vegas, you have to stay in a room right?

A: Right.

Q: You didn't pay for the room, did you?

A: It appears I did not.

Q: And do you know who paid for it?

A: It appears Mr. Creely paid for it.

Q: Mr. Creely, that's right. Now, that was over a period of approximately four days, as I recall, from the records?

A: Three or four.

Q: Three or four. That exceeded \$250 total for the room, correct?

A: Yea.

Q: Did that ever appear on your judicial - -

A: No, it did not.

Q: - your form that you file with the administrative office?

A: No, it did not.

Q: It did not. Although you considered that a gift, correct?

A: Yea, it was a gift. (HP Ex. 10, page 140).

78. At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows concerning Robert Creely's payment of a portion of the bill for Timothy Porteous's bachelor party dinner in Las Vegas:

A: We had one outside meal that I can recall.

Q: But you didn't pay for that meal, did you?

A: No, I did not.

Q: Who paid for it?

A: A variety – I think Creely did and maybe some other people picked up various portions. (Exs. 10, 11 and 378).

79. On June 28, 1999, after his son's wedding, and while the Liljeberg case was under advisement, Judge Porteous solicited money from Jacob Amato, Jr. while the two men were on a boat during a fishing trip.

80. After Judge Porteous solicited money from Jacob Amato, Jr. on June 28, 1999, Amato provided cash to Judge Porteous in an envelope.

81. At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding his receipt of money from Jacob Amato, Jr. in or about June of 1999:

Q: Do you recall in 1999, in the summer, May, June, receiving \$2,000 for [sic: should be "from"] them?

A: I've read Mr. Amato's grand jury testimony. It says we were fishing and I made some representation that I was having difficulties and that he loaned me some money or gave me some money.

Q: You don't – you're not denying it; you just don't remember it?

A: I just don't have any recollection of it, but that would have fallen in the category of a loan from a friend. That's all.

* * *

Q: [W]hether or not you recall asking Mr. Amato for money during this fishing trip, do you recall getting an envelope with \$2,000 shortly thereafter?

A: Yeah. Something seems to suggest that there may have been an envelope. I don't remember the size of an envelope, how I got the envelope, or anything about it.

* * *

Q: Wait a second. Is it the nature of the envelope you're disputing?

A: No. Money was received in [an] envelope.

Q: And had cash in it?

A: Yes, sir.

Q: And it was from Creely and/or –

A: Amato.

Q: Amato?

A: Yes.

Q: And it was used to pay for your son's wedding.

A: To help defray the cost, yeah.

Q: And was used –

A: They loaned – my impression was it was a loan.

Q: And would you dispute that the amount was \$2,000?

A: I don't have any basis to dispute it. (HP Ex. 10).

82. After Judge Porteous received the cash from Jacob Amato, Jr. in or about June of 1999, while he still had the Liljeberg case under advisement, Judge Porteous did not disclose this fact to Joseph Mole, counsel for Lifemark.

83. In late 1999, while Judge Porteous still had the Liljeberg case under advisement, Jacob Amato, Jr. and Robert Creely paid for a party at the French Quarter Restaurant and Bar to celebrate Judge Porteous's fifth year on the Federal bench. (Exs. 24 and 46, and Task Force Hearing I).

84. At some time while the Liljeberg case was pending before Judge Porteous, Jacob Amato, Jr., Leonard Levenson, and Donald Gardner each gave money either to Judge Porteous directly, or to his secretary Rhonda Danos, to help pay for a Washington D.C. externship for one of Judge Porteous's sons. (Exs. 24, 25, 32, 33, 46 and Task Force Hearing I).
85. During the 1996–2000 time-frame, Judge Porteous maintained a close relationship with Leonard Levenson, demonstrated by Judge Porteous and Leonard Levenson traveling together on several occasions.
86. During the 1996–1998 time-frame, Judge Porteous attended at least one hunting trip with Leonard Levenson, at a Mississippi property owned by Allen Usry, an attorney who on occasion worked with Levenson. (Exs. 30, 163).
87. In April 1999, Leonard Levenson attended the Fifth Circuit Judicial Conference in Houston, Texas as an invitee of Judge Porteous.
88. While at the Fifth Circuit Judicial Conference in April 1999, Leonard Levenson paid for meals and drinks for Judge Porteous. (Exs. 26, 31, 291).
89. In October 1999, Leonard Levenson paid for a dinner with Judge Porteous in Las Vegas, Nevada. (Exs. 30, 31, 291, and 299).
90. In December 1999, Judge Porteous went on a multi-day hunting trip to the Blackhawk hunting facility in Louisiana with Leonard Levenson. (Exs. 31, 163, 286).
91. Judge Porteous did not notify Joseph Mole, counsel for Lifemark, of any of his post-recusal hearing and post trial contacts with Jacob Amato, Jr., Robert Creely, or Leonard Levenson.
92. On April 26, 2000, nearly three years after the trial concluded, Judge Porteous issued a written opinion in Lifemark Hospitals of La., Inc. v. Liljeberg Enterprises, Inc. (HP Ex. 62).
93. Judge Porteous ruled in favor of Jacob Amato, Jr.'s and Leonard Levenson's client, the Liljebergs.
94. Lifemark appealed Judge Porteous's decision to the Fifth Circuit Court of Appeals.
95. In August 2002, the Fifth Circuit Court of Appeals reversed, in part, Judge Porteous's decision. (HP Ex. 63).

JUDGE PORTEOUS'S RELATIONSHIP WITH LOUIS AND LORI MARCOTTE

96. On numerous occasions when he was a State court judge, Judge Porteous set bonds, reduced bonds, and split bonds in response to requests by Louis Marcotte, Lori Marcotte, or a representative of the Marcottes. (Exs. 350, 351).

97. In or about the summer of 1993, Jeffery Duhon worked for Louis Marcotte's bail bonds business.
98. On or about July 29, 1993, Judge Porteous ordered the expungement of Jeffery Duhon's burglary conviction. (Exs. 77(a), 77(b)).
99. In September 1994 and October 1994, Aubrey Wallace worked for Louis Marcotte's bail bonds business.
100. On or about September 21, 1994, Judge Porteous held a hearing at which he ordered that Aubrey Wallace's court records in State of Louisiana v. Aubrey N. Wallace, No. 89-2360 (24th Jud. Dist Ct., Jeff. Par., La.) be amended to include removal of the unsatisfactory completion of probation and the entering of the guilty plea under Code of Criminal Procedure 893. (HP Ex. 69(d) at PORT000000620-624).
101. On or about September 22, 1994, Judge Porteous signed a written Order that stated: "IT IS ORDERED that the sentence on Aubrey WALLACE is hereby amended to include the following wording, 'the defendant plead under Article 893.'" (HP Ex. 82).
102. In the last few weeks of Judge Porteous's tenure as a State court judge, he set, reduced and split numerous bonds at the request of the Marcottes. (Exs. 350, 351).
103. On October 14, 1994, Judge Porteous entered an order setting aside Aubrey Wallace's burglary conviction in State of Louisiana v. Aubrey N. Wallace, No. 89-2360 (24th Jud. Dist Ct., Jeff. Par., La.). (HP Ex. 82 at p. 105).
104. In or about July 19, 1999, Judge Porteous attended a Professional Bail Agents of the United States (PBUS) convention at the Beau Rivage Resort in Biloxi Mississippi, at which convention he attended a cocktail party hosted by the Marcottes. (Exs. 223, 224).
105. On or about March 11, 2002, Judge Porteous was a guest of the Marcottes at the conclusion of a lunch at Emeril's Restaurant, in New Orleans, Louisiana at which newly elected state judge Joan Bengé and state judge Ronald Bodenheimer were also in attendance. (HP Ex. 375).

JUDGE PORTEOUS'S BANKRUPTCY

106. On his Financial Disclosure Form for reporting period 1996, Judge Porteous checked the box for "None (No reportable liabilities)." (HP Ex. 102(a)).
107. Judge Porteous's balance due on his Citibank credit card account ending in 0426 for the period ending on December 12, 1996 was \$14,846.47. (HP Ex. 167).
108. Judge Porteous signed his Financial Disclosure Form for reporting period 1996 on May 12, 1997. Judge Porteous's signature appeared below a Certification that stated, in part:

"I certify that all information given above (including information pertaining to my spouse and minor or dependent children, if any) is

accurate, true, and complete to the best of my knowledge and belief, and that any information not reported was withheld because it met applicable statutory provisions permitting non-disclosure.” (HP Ex. 102(a)).

109. On his Financial Disclosure Form for reporting period 1997, Judge Porteous checked the box for “None (No reportable liabilities).” (HP Ex. 103(a)).
110. Judge Porteous’s balance due on his MBNA MasterCard account ending in 0877 for the period ending on December 19, 1997 was \$15,569.25. (HP Ex. 168).
111. Judge Porteous’s balance due on his MBNA MasterCard account ending in 1290 for the period ending on December 4, 1997 was \$18,146.85. (HP Ex. 168).
112. Judge Porteous’s balance due on his Travelers credit card account ending in 0642 for the period ending on December 30, 1997 was \$9,378.76. (HP Ex. 168).
113. Judge Porteous signed his Financial Disclosure Form for reporting period 1997 on May 13, 1998. Judge Porteous’s signature appeared below a Certification that stated, in part:

“I certify that all information given above (including information pertaining to my spouse and minor or dependent children, if any) is accurate, true, and complete to the best of my knowledge and belief, and that any information not reported was withheld because it met applicable statutory provisions permitting non-disclosure.” (HP Ex. 103(a)).

114. On his Financial Disclosure Form for reporting period 1998, in Section VI, “Liabilities,” Judge Porteous listed MBNA and Citibank as creditors, each with a value listed as code “J,” which indicated liabilities on each card of \$15,000 or less. (HP Ex. 104(a)).
115. Judge Porteous’s balance due on his MBNA MasterCard account ending in 0877 for the period ending December 19, 1998 was \$16,550.08. (HP Ex. 169).
116. Judge Porteous’s balance due on his MBNA MasterCard account ending in 1290 for the period ending December 4, 1998 was \$17,155.76. (HP Ex. 169).
117. Judge Porteous signed his Financial Disclosure Form for reporting period 1998 on May 13, 1999. Judge Porteous’s signature appeared below a Certification that stated, in part:

“I certify that all information given above (including information pertaining to my spouse and minor or dependent children, if any) is accurate, true, and complete to the best of my knowledge and belief, and that any information not reported was withheld because it met applicable statutory provisions permitting non-disclosure.” (HP Ex. 104(a)).

118. On his Financial Disclosure Form for reporting period 1999, in Section VI, "Liabilities," Judge Porteous listed MBNA and Citibank as creditors, each with a value listed as code "J," which indicated liabilities on each card of \$15,000 or less. (HP Ex. 105(a)).
119. Judge Porteous's balance due on his MBNA MasterCard account ending in 0877 for the period ending on December 18, 1999 was \$24,953.65. (HP Ex. 170).
120. Judge Porteous's balance due on his MBNA MasterCard account ending in 1290 for the period ending on December 4, 1999 was \$25,755.84. (HP Ex. 170).
121. Judge Porteous's balance due on his Citibank credit card account ending in 0426 for the period ending on December 10, 1999 was \$22,412.15. (HP Ex. 170).
122. Judge Porteous's balance due on his Citibank credit card account ending in 9138 for the period ending on December 21, 1999 was \$20,051.95. (HP Ex. 170).
123. Judge Porteous's balance due on his Travelers credit card account ending in 0642 for the period ending on December 29, 1999 was \$15,467.29. (HP Ex. 170).
124. Judge Porteous signed his Financial Disclosure Form for reporting period 1999 on May 5, 2000. Judge Porteous's signature appeared below a Certification that stated, in part:
- "I certify that all information given above (including information pertaining to my spouse and minor or dependent children, if any) is accurate, true, and complete to the best of my knowledge and belief, and that any information not reported was withheld because it met applicable statutory provisions permitting non-disclosure."
(HP Ex. 105(a)).
125. On his Financial Disclosure Form for reporting period 2000, in Section VI, "Liabilities," Judge Porteous listed MBNA and Citibank as creditors, each with a value listed as code "J," which indicated liabilities on each card of \$15,000 or less. (HP Ex. 106(a)).
126. Judge Porteous's balance due on his MBNA MasterCard account ending in 0877 for the period ending on December 20, 2000 was \$28,347.44. (HP Ex. 171).
127. Judge Porteous's balance due on his MBNA MasterCard account ending in 1290 for the period ending on December 5, 2000 was \$29,258.68. (HP Ex. 171).
128. Judge Porteous's balance due on his Citibank credit card account ending in 0426 for the period ending on December 12, 2000 was \$24,565.76. (HP Ex. 171).
129. Judge Porteous's balance due on his Citibank credit card account ending in 9138 for the period ending on December 21, 2000 was \$21,227.06. (HP Ex. 171).
130. Judge Porteous's balance due on his Travelers credit card account ending in 0642 for the period ending on December 29, 2000 was \$17,682.35. (HP Ex. 171).

131. Judge Porteous signed his Financial Disclosure Form for reporting period 2000 on May 10, 2001. Judge Porteous's signature appeared below a Certification that stated, in part:

"I certify that all information given above (including information pertaining to my spouse and minor or dependent children, if any) is accurate, true, and complete to the best of my knowledge and belief, and that any information not reported was withheld because it met applicable statutory provisions permitting non-disclosure."
(HP Ex. 106(a)).

132. Judge Porteous opened a \$2,000 line of credit at the Grand Casino Gulfport in Gulfport, Mississippi on July 22, 1994. (HP Ex. 326).
133. Judge Porteous opened a \$2,000 line of credit at the Grand Casino Biloxi in Biloxi, Mississippi on August 19, 1995. (HP Ex. 326).
134. Judge Porteous opened a \$2,500 line of credit at the Casino Magic Bay in St. Louis, Mississippi on October 26, 1995. (HP Ex. 326).
135. Judge Porteous opened a \$2,000 line of credit at the Treasure Chest Casino in Kenner, Louisiana on November 25, 1997. (HP Ex. 326).
136. Judge Porteous opened a \$2,000 line of credit at the Isle of Capri Casino in Biloxi, Mississippi on March 31, 1998. (HP Ex. 326).
137. Judge Porteous opened a \$2,500 line of credit at the Beau Rivage Casino in Biloxi, Mississippi on April 14, 1999. (HP Ex. 326).
138. Judge Porteous opened a \$5,000 line of credit at Caesars Palace Casino in Las Vegas, Nevada on May 12, 1999. (HP Ex. 326).
139. Judge Porteous's credit limit at the Treasure Chest Casino in Kenner, Louisiana was increased to \$3,000 on August 17, 2000. (HP Ex. 326).
140. Judge Porteous opened a \$5,000 line of credit at Caesars Tahoe Casino in Lake Tahoe, Nevada on December 11, 2000. (HP Ex. 326).
141. Judge Porteous opened a \$4,000 line of credit at Harrah's Casino in New Orleans, Louisiana on April 30, 2001. (HP Ex. 326).
142. On March 2, 2001, Judge Porteous's credit limit at the Treasure Chest Casino in Kenner, Louisiana was increased from \$3,000 to \$4,000. (HP Ex. 331).
143. On March 2, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 302).

144. On March 2, 2001, Judge Porteous took out seven \$500 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00058997, 00059000, 00059002, 00059011, 00059012, 00059013, and 00059019. On March 3, 2001, Judge Porteous repaid marker numbers 00058997, 00059000, 00059002, and 00059019 with chips. (HP Ex. 302).
145. Judge Porteous left the Treasure Chest Casino in Kenner, Louisiana on March 3, 2001 owing the casino \$1,500. (HP Ex. 302).
146. On March 27, 2001, Judge Porteous repaid marker numbers 00059011, 00059012, and 00059013 to the Treasure Chest Casino in Kenner, Louisiana with cash. (HP Ex. 302).
147. On February 27, 2001, Judge Porteous gambled at the Grand Casino Gulfport in Gulfport, Mississippi. (HP Ex. 301(a)).
148. On February 27, 2001, Judge Porteous took out two \$1,000 markers at the Grand Casino Gulfport in Gulfport, Mississippi, identified by marker numbers MK131402 and MK131405. (HP Ex. 301(a)).
149. On March 27, 2001, Judge Porteous deposited \$2,000 into his Bank One checking account. This deposit consisted of \$1,960 in cash and a \$40 check drawn on Judge Porteous's Fidelity money market account. (Exs. 143, 144, 301(b)).
150. On or about April 5, 2001, the Grand Casino Gulfport collected \$1,000 from Judge Porteous after marker number MK131402 was deposited into and cleared Judge Porteous's Bank One checking account. (HP Ex. 301(b)).
151. On or about April 6, 2001, the Grand Casino Gulfport collected \$1,000 from Judge Porteous after marker number MK131405 was deposited into and cleared Judge Porteous's Bank One checking account. (HP Ex. 301(b)).
152. On March 20, 2001, Judge Porteous opened a Post Office Box at a Post Office in Harvey, Louisiana. (HP Ex. 145).
153. On March 23, 2001, Judge Porteous signed his tax return for calendar year 2000, which claimed a tax refund in the amount of \$4,143.72. (HP Ex. 141).
154. On April 13, 2001, Judge Porteous's \$4,143.72 tax refund was electronically deposited by the U.S. Treasury directly into Judge Porteous's Bank One checking account. (HP Ex. 144).
155. Judge Porteous signed his initial Voluntary Petition for Chapter 13 Bankruptcy on March 28, 2001. (HP Ex. 125).
156. Judge Porteous's signature on his initial Voluntary Petition for Chapter 13 Bankruptcy appears directly below the following declaration:

I declare under penalty of perjury that the information provided in this petition is true and correct. (HP Ex. 125).

157. Judge Porteous's initial Voluntary Petition for Chapter 13 Bankruptcy was filed in the United States Bankruptcy Court for the Eastern District of Louisiana on March 28, 2001. (HP Ex. 125).
158. Judge Porteous's initial Voluntary Petition for Chapter 13 Bankruptcy listed the Name of Debtor as "Ortous, G.T." (HP Ex. 125).
159. At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding the name "Ortous" on his initial Voluntary Petition for Chapter 13 Bankruptcy:
 - Q: Your name is not Ortous, is it?
 - A: No, sir.
 - Q: Your wife's name is not Ortous?
 - A: No, sir.
 - Q: So, those statements that were signed—so, this petition that was signed under penalty of perjury had false information, correct?
 - A: Yes, sir, it appears to. (Porteous 5th Cir. Hrg. at 55 (HP Ex. 10)).
160. Judge Porteous's initial Voluntary Petition for Chapter 13 Bankruptcy listed a Street Address of "P.O. Box 1723, Harvey, LA 70059-1723." (HP Ex. 125).
161. Judge Porteous's street address on March 28, 2001 was 4801 Neyrey Drive, Metairie, LA 70002.
162. Judge Porteous signed his amended Voluntary Petition for Chapter 13 Bankruptcy on April 9, 2001. (HP Ex. 126).
163. Judge Porteous's amended Voluntary Petition for Chapter 13 Bankruptcy was filed in the United States Bankruptcy Court for the Eastern District of Louisiana on April 9, 2001. (HP Ex. 126).
164. Judge Porteous's amended Voluntary Petition for Chapter 13 Bankruptcy listed the Name of Debtor as "Porteous, Jr., Gabriel T." (HP Ex. 126).
165. Judge Porteous's amended Voluntary Petition for Chapter 13 Bankruptcy listed a Street Address of 4801 Neyrey Drive, Metairie, LA 70002. (HP Ex. 126).
166. Judge Porteous signed his Bankruptcy Schedules on April 9, 2001. (HP Ex. 127 at SC00111).

167. Judge Porteous's signature on his Bankruptcy Schedules appears directly below the following declaration:

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 16 sheets, plus the summary page, and that they are true and correct to the best of my knowledge, information, and belief. (HP Ex. 127 at SC00111).

168. Judge Porteous's Bankruptcy Schedules were filed with the United States Bankruptcy Court for the Eastern District of Louisiana on April 9, 2001. (HP Ex. 127).
169. Category 17 on Judge Porteous's Bankruptcy Schedule B ("Personal Property") required Judge Porteous to disclose "other liquidated debts owing debtor including tax refunds," in response to which the box "none" was marked with an "X." (HP Ex. 127 at SC00096).
170. Category 2 on Judge Porteous's Bankruptcy Schedule B required Judge Porteous to disclose "Checking, savings or other financial accounts . . ." and to state the current market value of interest in that property, in response to which the Schedule lists only Judge Porteous's Bank One checking account with a current market value of \$100." (HP Ex. 127 at SC00095).
171. At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding his response to Category 2 on Schedule B:

Q: Okay. Let's go through this for a moment. Under Schedule B, "Personal Property."

A: All right.

Q: "Type of property, checking, savings, or other financial accounts, certificates of deposit, shares in banks, savings and loan, thrift, building and loan, homestead association, or credit unions, brokerage houses or cooperatives." Did I read that accurately?

A: Yes, sir.

Q: And you listed Bank One Checking Account [account number redacted]. Is that correct?

A: That's correct.

Q: And the current value of that interest is \$100, correct?

A: Yes, sir. (Porteous 5th Cir. Hrg. at 79-80 (HP Ex. 10)).

172. The opening balance of Judge Porteous's Bank One checking account for the time period of March 23, 2001 to April 23, 2001 was \$559.07. (HP Ex. 144).

173. The closing balance of Judge Porteous's Bank One checking account for the time period of March 23, 2001 to April 23, 2001 was \$5,493.91. (HP Ex. 144).
174. Judge Porteous deposited \$2,000 into his Bank One checking account on March 27, 2001. (HP Ex. 144).
175. At no time between March 23, 2001 to April 23, 2001 did the balance in Judge Porteous's Bank One checking account drop to \$100 or less. (HP Ex. 144).
176. On March 28, 2001, Judge Porteous had a Fidelity money market account. This account was held in both his and his wife Carmella's names. (HP Ex. 143).
177. Judge Porteous's Fidelity money market account was not disclosed in response to Category 2 on Judge Porteous's Bankruptcy Schedule B. (HP Ex. 127 at SC00095).
178. The opening balance on Judge Porteous's Fidelity money market account for the time period of March 31, 2001 to April 20, 2001 was \$623.94. (HP Ex. 143).
179. The balance on Judge Porteous's Fidelity money market account on March 28, 2001 was \$283.42. (HP Ex. 143).
180. On April 4, 2001, a \$200.00 deposit was made into Judge Porteous's Fidelity money market account. (HP Ex. 143).
181. Judge Porteous wrote four checks from his Fidelity money market account between March 22, 2001 to April 12, 2001. (HP Ex. 143).
182. On more than one occasion, Judge Porteous withdrew money from his Fidelity IRA account and deposited that money into his Fidelity money market account. The total dollar amount that Judge Porteous transferred from his Fidelity IRA to his Fidelity money market account between 1997 and 2000 was in excess of \$10,000. (HP Ex. 383).
183. On March 28, 2001, Judge Porteous owed \$2,000 in markers to the Grand Casino Gulfport in Gulfport, Mississippi arising from the two \$1,000 markers he took out on February 27, 2001. (HP Ex. 301(a)-(b)).
184. Judge Porteous's Bankruptcy Schedule F ("Creditors Holding Unsecured Nonpriority Claims") required Judge Porteous to "list creditors holding unsecured, nonpriority claims, as of the date of the filing of the petition," in response to which Judge Porteous's debt to the Grand Casino Gulfport was not listed. (HP Ex. 127 at SC00102-105; Ex. 345).
185. Judge Porteous's Bankruptcy Schedule I ("Current Income of Individual Debtor(s)") required Judge Porteous to disclose "Current monthly wages, salary, and commissions (pro rate if not paid monthly)," in response to which the Schedule listed Judge Porteous's current monthly gross income as \$7,531.52 (HP Ex. 127 at SC00108).
186. Judge Porteous's Bankruptcy Schedule I listed his "total net monthly take home pay" as \$7,531.52. (HP Ex. 127 at SC00108).

187. Attached to Judge Porteous's Bankruptcy Schedule I was Judge Porteous's Employee Earnings Statement issued by the Administrative Office of the United States Court, for the monthly pay period ending on May 31, 2000, which stated that Judge Porteous's gross earnings were \$11,775.00, and his net pay was \$7,531.52. (HP Ex. 127 at SC00109).
188. In the summer of 2000, Judge Porteous had provided his Employee Earnings Statement for the monthly pay period ending on May 31, 2000 to Claude Lightfoot.
189. Judge Porteous never provided Claude Lightfoot with an Employee Earnings Statement that was more recent than Judge Porteous's statement for the pay period ending on May 31, 2000.
190. In March and April 2001, Judge Porteous's monthly net pay was \$7,705.51. (HP Ex. 144).
191. Judge Porteous signed his Statement of Financial Affairs on April 9, 2001. (HP Ex. 127 at SC00112).
192. Judge Porteous's signature on his Statement of Financial Affairs appears directly below the following declaration:

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct. (HP Ex. 127 at SC00116).

193. Judge Porteous's Statement of Financial Affairs was filed with the United States Bankruptcy Court for the Eastern District of Louisiana on April 9, 2001. (HP Ex. 127).
194. Question 3 on Judge Porteous's Statement of Financial Affairs required Judge Porteous to list "all payments on loans, installment purchases of goods or services, and other debts, aggregating more than \$600 to any creditor, made within 90 days immediately preceding the commencement of this case," in response to which the answer given was "Normal Installments." (HP Ex. 127 at SC00112).
195. On March 27, 2001, Judge Porteous made a \$1,500 cash payment to the Treasure Chest Casino in Kenner, Louisiana to repay markers owed to the casino. (HP Ex. 302).
196. At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding his understanding of a marker:

Q: Judge Porteous, you're familiar with the term "marker," aren't you?

A: Yes, sir.

Q: Would it be fair to state that, "A marker is a form of credit extended by a gambling establishment, such as a casino, that enables the customer to borrow money from the casino. The marker acts as the customer's check or draft to be drawn upon the customer's account at a financial institution. Should the customer not repay his or her debt to the casino, the marker authorizes the casino to present it to the financial institution or bank for negotiation and draw upon the customer's bank account any unpaid balance after a fixed period of time." Is that accurate?

A: I believe that's correct and probably was contained in the complaint or – or the second complaint. There's a definition contained.

Q: And you have no quarrel with the definition?

A: No, sir. (Porteous 5th Cir. Hrg. at 64–65 (HP Ex. 10)).

197. Judge Porteous's answer to Question 3 on his Statement of Financial Affairs did not list the \$1,500 cash payment that Judge Porteous made to the Treasure Chest Casino in Kenner, Louisiana on March 27, 2001. (HP Ex. 127 at SC00112; Ex. 302).
198. Question 8 on Judge Porteous's Statement of Financial Affairs required Judge Porteous to list "all losses from fire, theft, other casualty or gambling within one year immediately preceding the commencement of this case or since the commencement of this case," in response to which the box "None" was checked. (HP Ex. 127 at SC00113).
199. Between March 28, 2000 and March 28, 2001, Judge Porteous accrued gambling losses. (Porteous 5th Cir. Hrg. at 98–99 (HP Ex. 10)).
200. At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding his response to Question 8 on his Statement of Financial Affairs:

Q: [Item 8] asks you to list all losses for fire, theft, other casualty, gambling within one year immediately preceding the commencement of this case – meaning your case – or since the commencement of this case. And I believe we read this before, about married debtors filing under Chapter 12 and Chapter 13. And you list "none," correct?

A: That's what's listed, correct.

Q: Judge Porteous, do you recall that in the – that your gambling losses exceeded \$12,700 during the preceding year?

A: I was not aware of it at the time, but now I see your documentation and that – and that's what it reflects.

Q: So, you – you don't dispute that?

A: I don't dispute that.

Q: Therefore, the answer "no" was incorrect, correct?

A: Apparently, yes.

Q: Even though this was signed under oath, under penalty of perjury, correct?

A: Right. (Porteous 5th Cir. Hrg. at 98–99 (HP Ex. 10)).

201. On April 6, 2001, Judge Porteous requested a one-time credit increase at the Beau Rivage Casino in Biloxi, Mississippi from \$2,500 to \$4,000. (HP Ex. 303).
202. On April 7–8, 2001, Judge Porteous gambled at the Beau Rivage Casino in Biloxi, Mississippi. (HP Ex. 304).
203. On April 7, 2001, Judge Porteous took out two \$500 markers at the Beau Rivage Casino in Biloxi, Mississippi, identified by marker numbers 127556 and 127558. (HP Ex. 304).
204. On April 8, 2001, Judge Porteous took out two \$500 markers at the Beau Rivage Casino in Biloxi, Mississippi, identified by marker numbers 127646 and 127658. Judge Porteous also made two \$500 payments to the casino on April 8, 2001, identified by transaction numbers 4069177 and 4069190. (HP Ex. 304).
205. When Judge Porteous left the Beau Rivage Casino in Biloxi, Mississippi on April 8, 2001, he owed \$1,000 to the casino. (HP Ex. 304).
206. On April 24, 2001, Judge Porteous withdrew \$1,000 from his Fidelity Individual Retirement Account, which was paid to him in the form of a check issued by National Financial Services LLC. (HP Ex. 382).
207. Judge Porteous endorsed the \$1,000 check from National Financial Services LLC and signed the check over to Rhonda Danos. (HP Ex. 382).
208. On April 30, 2001, Rhonda Danos wrote a \$1,000 check from her personal checking account, identified by check number 1699, to the Beau Rivage Casino. The check's memo line referenced "Gabriel Thomas Porteous Jr., Acct. # [redacted]." (HP Ex. 382).
209. On May 2, 2001, Rhonda Danos deposited into her personal checking account the \$1,000 check from National Financial Services LLC, which had been issued to Judge Porteous and signed over to her. (HP Ex. 382).
210. On May 4, 2001, Rhonda Danos's \$1,000 check to the Beau Rivage Casino, written on Judge Porteous's behalf, was paid at the cage and was credited against Judge Porteous's

- Beau Rivage account, identified by transaction number 4071922. The Beau Rivage Casino deposited Ms. Danos's \$1,000 check on May 5, 2001. (HP Ex. 304).
211. On May 8, 2001, 19, 2001, Rhonda Danos's \$1,000 check to the Beau Rivage Casino, identified by check number 1699, cleared Danos's bank account. (HP Ex. 382).
 212. On April 10, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 305).
 213. On April 10, 2001, Judge Porteous took out four \$500 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00060317, 00060319, 00060320, and 00060321. Judge Porteous repaid all four markers the same day with chips. (HP Ex. 305).
 214. On May 7, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 307).
 215. On May 7, 2001, Judge Porteous took out four \$1,000 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00061209, 00061212, 00061216, and 00061230. (HP Ex. 307.)
 216. When Judge Porteous left the Treasure Chest Casino in Kenner, Louisiana on May 7, 2001, he owed \$4,000 to the casino. (HP Ex. 307).
 217. On May 9, 2001, Judge Porteous made a \$4,000 cash payment to the Treasure Chest Casino, repaying marker numbers 00061209, 00061212, 00061216, and 00061230. (HP Ex. 307).
 218. On April 30, 2001, Judge Porteous submitted a Casino Credit Application to Harrah's Casino in New Orleans, Louisiana, requesting a \$4,000 credit limit. (HP Ex. 149).
 219. On April 30, 2001, Judge Porteous gambled at Harrah's Casino in New Orleans, Louisiana. (HP Ex. 306).
 220. On April 30, 2001, Judge Porteous took out two \$500 markers at Harrah's Casino in New Orleans, Louisiana, identified by marker numbers 0084898 and 0084899. Judge Porteous wrote a \$1,000 check to Harrah's Casino the same day to repay both markers. Judge Porteous's check cleared Harrah's Casino on May 30, 2001. (HP Ex. 306).
 221. On May 9, 2001, a Section 341 Creditors Meeting was held in Judge Porteous's Chapter 13 Bankruptcy case. (HP Ex. 129).
 222. Judge Porteous attended the Section 341 Creditors Meeting held on May 9, 2001 with his bankruptcy counsel Claude Lightfoot. (HP Ex. 130).
 223. The Section 341 Creditors Meeting was recorded, and the transcription of that recording is true and accurate. (HP Ex. 130).

224. At the Section 341 Creditors Meeting on May 9, 2001, bankruptcy trustee S.J. Beaulieu, Jr. gave Judge Porteous a copy of a pamphlet entitled "Your Rights and Responsibilities in Chapter 13." (HP Ex. 130). Section 6 of the "Rights and Responsibilities" pamphlet, which Judge Porteous received from Bankruptcy Trustee Beaulieu, stated as follows:

You may not borrow money or buy anything on credit while in Chapter 13 without permission from the bankruptcy Court. This includes the use of credit cards or charge accounts of any kind. If you or a family member you support buys something on credit without Court approval, the Court could order the goods returned. (HP Ex. 148 at SC00402).

225. At the Section 341 Creditors Meeting on May 9, 2001, Judge Porteous was placed under oath and stated "yes" when asked if everything in his bankruptcy petition was true and correct. (HP Ex. 130).
226. At the Section 341 Creditors Meeting on May 9, 2001, while under oath, Judge Porteous stated "yes" when asked if he had listed all of his assets in his bankruptcy petition. (HP Ex. 130 at SC00596).
227. At the Section 341 Creditors Meeting on May 9, 2001, while under oath, Judge Porteous answered in the affirmative when asked if his take home pay was about \$7,500 a month. (HP Ex. 130 at SC00596).
228. At the Section 341 Creditors Meeting on May 9, 2001, Bankruptcy Trustee S.J. Beaulieu, Jr. told Judge Porteous that "Any charge cards that you may have you have [sic] you cannot use any longer. So basically you on a cash basis now." (HP Ex. 130 at SC00598).
229. At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding the Section 341 Creditors Meeting:

Q: Now, after bankruptcy, you had a meeting with the trustee, SJ Beaulieu, correct?

A: After what?

Q: After bankruptcy was filed.

A: After it was filed, that's correct.

Q: And you recall that Mr. Beaulieu handed you a pamphlet called "Your Rights and Responsibilities in Chapter 13," which we have marked as the Committee's Exhibit 11?

A: I believe that's -- yeah, right.

Q: And it bears the name of Mr. Beaulieu and has his local New Orleans phone number?

A: Yes, sir.

* * *

Q: Calling your attention to this exhibit, there are enumerated paragraphs. Paragraph 6, follow me while I read. "Credit While in Chapter 13. You may not borrow money or buy anything on credit while in Chapter 13 without permission from the bankruptcy court. This includes the use of credit cards or charge accounts of any kind."

Did I read that accurately, sir?

A: You did.

Q: And do you recall reading that and discussing that with Mr. Beaulieu?

A: I don't specifically recall it, but I'm not saying it didn't happen.

Q: All right. Do you recall, on or about May 9th, 2001, having a – what's called a 341 bankruptcy hearing, where Mr. Beaulieu as trustee was present; your attorney, Mr. Lightfoot, was present; and you were present?

A: Yes, sir, I remember meeting with Mr. Beaulieu.

Q: And that meeting was recorded, if you – do you recall that?

A: I believe that's correct, yeah, tape recorded.

Q: Right.

Do you recall Mr. Beaulieu stating the following? "Any charge cards that you may – you have you cannot use any longer. So, basically, you're on a cash basis now. I have no further questions except have you made your first payments."

Did I read that accurately?

A: Yes, sir.

Q: So, you were told by Mr. Beaulieu that you couldn't incur any more credit there, on credit cards, correct?

A: I'm not sure it was there, but I'm sure it was part of the explanation at some point.

Q: Well, going back to –

A: When you ask – I only meant in reference to the statement.
Yes, it's –

Q: Right.

A: – contained in there, and I knew that.

Q: And it was your understanding – and that's what I'm trying
to find out, sir – that you couldn't incur more credit while in
bankruptcy, correct?

A: That's correct. (Porteous 5th Cir. Hrg. at 61–62 (HP Ex.
10)).

230. On May 16, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 308).
231. On May 16, 2001, Judge Porteous took out a \$500 marker at the Treasure Chest Casino in Kenner, Louisiana, identified by marker number 00061520. Judge Porteous repaid that marker the same day with chips. (HP Ex. 308).
232. On June 20, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 310).
233. On June 20, 2001, Judge Porteous took out a \$500 marker at the Treasure Chest Casino in Kenner, Louisiana, identified by marker number 00062678. Judge Porteous repaid that marker the same day with chips. (HP Ex. 310).
234. On May 26–27, 2001, Judge Porteous gambled at the Grand Casino Gulfport in Gulfport, Mississippi. (HP Ex. 309).
235. On May 26, 2001, Judge Porteous took out a \$500 marker at the Grand Casino Gulfport in Gulfport, Mississippi, identified by marker number MK141028. (HP Ex. 309).
236. On May 27, 2001, Judge Porteous took out a \$500 marker at the Grand Casino Gulfport in Gulfport, Mississippi, identified by marker number MK141325. Judge Porteous repaid \$900 to the casino that same day. (HP Ex. 309).
237. On May 28, 2001, Judge Porteous wrote a \$100 check to the Grand Casino Gulfport, which cleared his Bank One checking account on May 30, 2001. After that check cleared, Judge Porteous's balance due and owing to the Grand Casino Gulfport was \$0. (HP Ex. 309).
238. On June 28, 2001, U.S. Bankruptcy Judge William Greendyke signed an "Order Confirming the Debtor's Plan and Related Orders" in Judge Porteous's bankruptcy case. Judge Porteous received a copy of this order. (HP Ex. 133).

239. Paragraph 4 of the June 28, 2001 Order signed by Judge Greendyke stated as follows:

The debtor(s) shall not incur additional debt during the term of this Plan except upon written approval of the Trustee. Failure to obtain such approval may cause the claim for such debt to be unallowable and non-dischargeable. (HP Ex. 133).

240. At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding the June 28, 2001 Order signed by Judge Greendyke:

Q: Okay. Now, on June 2nd [sic], are you familiar with the order signed by Bankruptcy Judge Greendyke?

And this is from Exhibit 1, Bates Number SC50, Exhibit 1 being the certified copy of the bankruptcy file.

"It is ordered that," going down to Number 4, "the debtors shall not incur additional debt during the term of this plan except upon written approval of the trustee."

Did I read that correctly?

A: You did.

Q: Was that your understanding at the time?

A: In the order, it was.

Judge Lake: What's the date of that document?

Mr. Finder: July 2nd, 2001, was the docket date. It was signed by Judge Greendyke on June 28th, 2001. (Porteous 5th Cir. Hrg. at 62 (HP Ex. 10)).

241. Judge Porteous was subject to the terms of the June 28, 2001 Order until his Chapter 13 bankruptcy was discharged on July 22, 2004. (HP Ex. 137).

242. In December 2002, Judge Porteous asked his bankruptcy attorney, Claude Lightfoot, to seek permission from the bankruptcy trustee for Judge Porteous to refinance his home.

243. On December 20, 2002, Judge Porteous was granted permission to refinance his home by Chapter 13 Trustee S.J. Beaulieu, Jr. (HP Ex. 339).

244. In December 2002 or January 2003, Judge Porteous asked his bankruptcy attorney, Claude Lightfoot, to seek permission from the bankruptcy trustee for Judge Porteous and his wife Carmella to enter into new car lease agreements.

245. On January 3, 2003, Judge Porteous was granted permission to enter into two new car lease agreements by Chapter 13 Trustee S.J. Beaulieu, Jr. (HP Ex. 340).

246. On July 19, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 311).
247. On July 19, 2001, Judge Porteous took out a \$500 marker at the Treasure Chest Casino in Kenner, Louisiana, identified by marker number 00063615. Judge Porteous repaid that marker the same day in chips. (HP Ex. 311).
248. On July 23, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 312).
249. On July 23, 2001, Judge Porteous took out a \$500 marker at the Treasure Chest Casino in Kenner, Louisiana, identified by marker number 00063744. Judge Porteous repaid that marker the same day in chips. (HP Ex. 312).
250. On August 20–21, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 313(a)).
251. On August 20, 2001, Judge Porteous took out three \$1,000 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00064677, 00064680, and 00064685. Judge Porteous repaid all three markers the same day with chips. (HP Ex. 313(a)).
252. On August 21, 2001, Judge Porteous took out five \$1,000 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00064729, 00064730, 00064739, 00064744, and 00064746. Judge Porteous repaid marker numbers 00064729 and 00064744 the same day with chips. (HP Ex. 313(a)).
253. When Judge Porteous left the Treasure Chest Casino in Kenner, Louisiana on August 21, 2001, he owed \$3,000 to the casino. (HP Ex. 309).
254. On September 9, 2001, Judge Porteous repaid marker number 00064739, in the amount of \$1,000, to the Treasure Chest Casino in Kenner, Louisiana with cash, leaving a balance of \$2,000 owed to the casino. (HP Ex. 313(a)).
255. On September 15, 2001, Judge Porteous paid \$2,000 in cash to the Treasure Chest Casino in Kenner, Louisiana, repaying marker numbers 00064730 and 00064746. (HP Ex. 313(a)).
256. On October 13, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 315).
257. On October 13, 2001, Judge Porteous took out two \$500 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00066463 and 00066465. Judge Porteous repaid both markers the same day with chips. (HP Ex. 315).
258. On October 17–18, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 316).

259. On October 17, 2001, Judge Porteous took out three \$1,000 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00066625, 00066627, and 00066644, and he also took out five \$500 markers, identified by marker numbers 00066630, 00066632, 00066633, 00066640, and 00066645. Judge Porteous repaid marker numbers 00066630, 00066632, and 00066633 the same day with chips. (HP Ex. 316).
260. On October 18, 2001, Judge Porteous took out a \$400 marker at the Treasure Chest Casino in Kenner, Louisiana, identified by marker number M2B459. (HP Ex. 316).
261. When Judge Porteous left the Treasure Chest Casino in Kenner, Louisiana on October 18, 2001, he owed \$4,400 to the casino. (HP Ex. 309)
262. On October 25, 2001, Judge Porteous withdrew \$1,760 from his Individual Retirement Account, which was paid to him in the form of a check issued by National Financial Services LLC. (HP Ex. 381).
263. On October 30, 2001, Judge Porteous deposited the \$1,760 check from his Individual Retirement Account, issued by National Financial Services LLC, into his Fidelity money market account. (HP Ex. 381).
264. On November 9, 2001, Judge Porteous wrote a check for \$1,800 from his Fidelity money market account, identified by check number 589, to the Treasure Chest Casino, repaying marker number 00066625 in its entirety and repaying \$800 of marker number 00066627. Judge Porteous repaid the remaining \$200 of marker number 00066627 with cash that same day. (Exs. 316, 381).
265. On November 9, 2001, Judge Porteous paid \$2,400 in cash to the Treasure Chest Casino in Kenner, Louisiana, repaying marker numbers 00066640, 00066644, 00066645, and M2B459. (HP Ex. 316).
266. On November 27, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 318).
267. On November 27, 2001, Judge Porteous took out two \$1,000 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00067888 and 00067893. Judge Porteous repaid both markers the same day with chips. (HP Ex. 318).
268. On December 11, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 319).
269. On December 11, 2001, Judge Porteous took out two \$1,000 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00068410 and 00068415. Judge Porteous repaid both markers the same day with chips. (HP Ex. 319).
270. On April 1, 2002, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 322).

271. On April 1, 2002, Judge Porteous took out two \$1,000 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00072228 and 00072229, and he also took out one \$500 marker identified by marker number 00072234. Judge Porteous repaid all three markers the same day with chips. (HP Ex. 322).
272. On September 28, 2001, Judge Porteous gambled at Harrah's Casino in New Orleans, Louisiana. (HP Ex. 314).
273. On September 28, 2001, Judge Porteous took out two \$1,000 markers at Harrah's Casino in New Orleans, Louisiana, identified by marker numbers 0099123 and 0099130. (HP Ex. 314).
274. On September 28, 2001 Judge Porteous wrote a check to Harrah's Casino to repay marker numbers 0099123 and 0099130. Judge Porteous's check cleared Harrah's Casino on October 28, 2001. (HP Ex. 314).
275. On December 20, 2001, Judge Porteous gambled at Harrah's Casino in New Orleans, Louisiana. (HP Ex. 320).
276. On December 20, 2001, Judge Porteous took out a \$1,000 marker at Harrah's Casino in New Orleans, Louisiana, identified by marker number 0106851. (HP Ex. 320).
277. On December 20, 2001 Judge Porteous wrote a check to Harrah's Casino to repay marker number 0106851. Judge Porteous's check cleared Harrah's Casino on November 9, 2002. (HP Ex. 320).
278. On October 31–November 1, 2001, Judge Porteous gambled at the Beau Rivage Casino in Biloxi, Mississippi.
279. On October 31, 2001, Judge Porteous took out five \$500 markers at the Beau Rivage Casino in Biloxi, Mississippi, identified by marker numbers 164622, 164628, 164637, 164649, and 164652. (HP Ex. 317).
280. On November 1, 2001, Judge Porteous took out a \$500 marker at the Beau Rivage Casino in Biloxi, Mississippi, identified by marker number 164659. Judge Porteous repaid \$2,500 with chips at the cage that day and repaid another \$500 with chips at the pit. (HP Ex. 317).
281. On February 12, 2002, Judge Porteous gambled at the Grand Casino Gulfport in Gulfport, Mississippi. (HP Ex. 321).
282. On February 12, 2002, Judge Porteous took out a \$1,000 marker at the Grand Casino Gulfport in Gulfport, Mississippi, identified by marker number MK169742. Judge Porteous repaid that marker the same day. (HP Ex. 321).
283. On May 26, 2002, Judge Porteous gambled at the Grand Casino Gulfport in Gulfport, Mississippi. (HP Ex. 323).

284. On May 26, 2002, Judge Porteous took out a \$1,000 marker at the Grand Casino Gulfport in Gulfport, Mississippi, identified by marker number MK179892. Judge Porteous repaid that marker the same day. (HP Ex. 323).
285. On July 4–5, 2002, Judge Porteous gambled at the Grand Casino Gulfport in Gulfport, Mississippi. (HP Ex. 325).
286. On July 4, 2002, Judge Porteous took out two \$1,000 markers at the Grand Casino Gulfport in Gulfport, Mississippi, identified by marker numbers MK183825 and MK183833. (HP Ex. 325).
287. On July 5, 2002, Judge Porteous took out a \$500 marker at the Grand Casino Gulfport in Gulfport, Mississippi, identified by marker number MK183917. Judge Porteous repaid \$1,200 to the casino that day. (HP Ex. 325).
288. When Judge Porteous left the Grand Casino Gulfport in Gulfport, Mississippi on July 5, 2002, he owed \$1,300 to the casino. (HP Ex. 325).
289. On August 2, 2002, Judge Porteous wrote a \$1,300 check to the Grand Casino Gulfport in Gulfport, Mississippi, which cleared his Fidelity money market account on August 6, 2002. After that check cleared, Judge Porteous's balance due and owing to the Grand Casino Gulfport was \$0. (HP Ex. 325).
290. On August 13, 2001, Judge Porteous applied for a Capital One credit card. (HP Ex. 341(a)).
291. Judge Porteous never sought permission from Bankruptcy Trustee S.J. Beaulieu, Jr. to obtain or use a new Capital One credit card.
292. Judge Porteous was approved for a Capital One credit card with a \$200 limit in August 2001. (HP Ex. 341(b)).
293. Judge Porteous started using his Capital One credit card on September 17, 2001, when he charged \$39.03 at Lucys Restaurant in New Orleans, Louisiana. (HP Ex. 341(b)).
294. Judge Porteous exceeded his \$200 credit limit on his Capital One credit card for the statement period of September 14, 2001 to October 13, 2001, and, as a result, he was charged a \$29 "overlimit fee" on October 16, 2001. (HP Ex. 341(b)).
295. Judge Porteous Capital One credit card statements for the periods ending on December 13, 2001, January 13, 2002, September 13, 2002, December 13, 2002, January 13, 2003, February 13, 2003, and March 13, 2003 all showed that Judge Porteous had not paid his credit card balance in full. (HP Ex. 341(b)).
296. Judge Porteous's Capital One credit card statement for the time period of May 14, 2002 to June 13, 2002 showed that Judge Porteous's credit limit was increased to \$400. (HP Ex. 341(b)).

297. Judge Porteous's Capital One credit card statement for the time period of November 14, 2002 to December 13, 2002 showed that Judge Porteous's credit limit was increased to \$600. (HP Ex. 341(b)).
298. On July 4, 2002, Judge Porteous requested and was granted a credit limit increase from \$2,000 to \$2,500 at the Grand Casino Gulfport in Gulfport, Mississippi by filling out a "Credit Line Change Request" form. (HP Ex. 324).
299. Judge Porteous took out \$2,500 in markers at the Grand Casino Gulfport in Gulfport, Mississippi on July 4-5, 2002. (HP Ex. 325).
300. Judge Porteous never sought permission from Bankruptcy Trustee S.J. Beaulieu, Jr. to apply for an increased credit limit at the Grand Casino Gulfport in Gulfport, Mississippi.

JUDGE PORTEOUS'S BACKGROUND CHECK AND CONFIRMATION

301. In 1994, Judge Porteous, in connection with his nomination to be a Federal judge, was subject to an FBI background investigation, was required to fill out various forms and questionnaires, and was interviewed by the FBI.
302. In connection with his nomination to be a Federal judge, Judge Porteous filled out and signed a document entitled "Supplement to Standard Form 86." (HP Ex. 69 (b) at PORT00298).
303. The Supplement to Standard Form 86 filled out by Judge Porteous contains the following question and answer:

Question 10S: Is there anything in your personal life that could be used by someone to coerce or blackmail you? Is there anything in your life that could cause an embarrassment to you or to the President if publicly known? If so, please provide full details?

Answer: "No."

304. The Supplement to Standard Form 86 was signed by Judge Porteous under the following statement:

I understand that the information being provided on this supplement to the SF- 86 is to be considered part of the original SF- 86 dated April 27, 1994 and a false statement on this form is punishable by law.

305. On or about July 6, 1994 in connection with his FBI background investigation, Judge Porteous was interviewed by the FBI and, according to their interview memorandum, he stated in substance that "he was not concealing any activity or conduct that could be used to influence, pressure, coerce, or compromise him in any way or that would impact

negatively on the candidate's character, reputation, judgment or discretion." (HP Ex. 69 (b) at PORT 000000294).

306. On August 18, 1994, in connection with his FBI background investigation, Judge Porteous was interviewed a second time by the FBI and, according to their interview memorandum, he stated in substance that "he was unaware of anything in his background that might be the basis of attempted influence, pressure, coercion or compromise and/or would impact negatively on his character, reputation, judgment or discretion." (HP Ex. 69 (b) at PORT 000000493-94).

307. During the Senate confirmation process, Judge Porteous was required to complete a United States Senate Committee on the Judiciary Questionnaire for Judicial Nominees. As part of the Questionnaire, Judge Porteous was asked the following question and provided the following answer:

Question 11: Please advise the Committee of any unfavorable information that may affect your nomination.

Answer: To the best of my knowledge, I do not know of any unfavorable information that may affect my nomination. (HP Ex. 69 (a) at PORT000049).

308. The United States Senate Committee on the Judiciary required that an affidavit be submitted by Judge Porteous along with the completed Questionnaire for Judicial Nominees. The affidavit signed by Judge Porteous and a notary reads as follows:

Affidavit

I, Gabriel Thomas Porteous, Jr., do swear that the information provided in this statement is, to the best of my knowledge, true and accurate.

Gretna, Louisiana, this 6 day of September, 1994. (HP Ex. 69 (a) at PORT 000050).

AUTHENTICITY OF EXHIBITS

309. The exhibits listed on the House's August 5, 2010 Exhibit list are authentic.²

² A copy of the House's August 5, 2010 Exhibit List is attached to these Stipulations as Attachment 1. In stipulating to authenticity, either party continues to preserve its right to object to the admissibility of any exhibit on the basis of relevancy, hearsay or any other grounds other than authenticity.


Respectfully submitted,

THE UNITED STATES HOUSE OF REPRESENTATIVES


Adam Schiff, Manager

By


Bob Goodlatte, Manager


Alan I. Baron
Special Impeachment Counsel

Managers of the House of Representatives: Adam B. Schiff, Bob Goodlatte, Zoe Lofgren, Henry C. "Hank" Johnson, F. James Sensenbrenner, Jr.

August 5, 2010